

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Victor H. Maia	Chapter 11 Proceeding
Debtor	18-16907 JKF
	Claim No. 7-1

**NOTICE OF FORBEARANCE AGREEMENT DUE TO THE COVID-19 PANDEMIC**

Now comes WELLS FARGO BANK, N.A. ("Creditor"), by and through undersigned counsel, and hereby submits this Notice of Forbearance Agreement to the Court regarding the Debtor's request for mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic.

The Debtor(s) recently requested a forbearance period of three (3) months in which the Debtor(s) will not tender mortgage payments to Creditor that would come due on the mortgage starting of May 1, 2020 through July 1, 2020. Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends. Furthermore, Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any post-petition escrow shortage. During the forbearance period Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Because of the uncertainties surrounding how long this pandemic will last, Creditor will work with Debtor(s) or Debtor's counsel to determine when Debtor(s) will be able to resume making mortgage payments and when/how the Debtor(s) will cure the delinquency created by the forbearance period ("forbearance arrears"). Once the forbearance plan ends and the Creditor and Debtor(s) or Debtor's counsel agree on an appropriate repayment or loss mitigation program, Creditor will file a notice or an amended/supplemental claim consistent with local practice.

Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the Mortgage, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

/s/ Sarah McCaffery, Esquire

POWERS KIRN, LLC

Jill Manuel-Coughlin, Esquire; ID #63252

Harry B. Reese, Esquire; ID #310501

Sarah K. McCaffery, Esquire; ID #311728

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Attorney for Movant

Dated: May 28, 2020

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**CERTIFICATE OF SERVICE**

I, as counsel for WELLS FARGO BANK, N.A., hereby certify that a copy of the Notice of Forbearance Agreement was served upon the following persons by electronic notification and/or first class U.S. mail, on May 28, 2020:

**Parties Served via Electronic Notification:**

Edmond M. George, Esquire  
1500 Market Street, Suite 3400  
Centre Square West  
Philadelphia, PA 19102  
Attorney for Debtor(s)

George M. Conway, Esquire  
United States Trustee  
833 Chestnut Street  
Suite 500  
Philadelphia PA 19107  
United States Trustee

**Parties Served via First Class Mail:**

Victor H. Maia  
79 Redwood Drive  
Richboro PA 18954  
Debtor

**/s/ Sarah McCaffery**  
POWERS KIRN, LLC  
Jill Manuel-Coughlin, Esquire; ID #63252  
Harry B. Reese, Esquire; ID #310501  
Sarah K. McCaffery, Esquire; ID #311728  
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Attorney for Movant